

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 23						
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>												
<b>2. Contract No.</b> DAAE07-03-C-T037		<b>3. Award/Effective Date</b> 2003MAR05		<b>4. Order Number</b>		<b>5. Solicitation Number</b>		<b>6. Solicitation Issue Date</b>				
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> LAURA ARTZ			<b>B. Telephone Number (No Collect Calls)</b> (586) 574-7482		<b>8. Offer Due Date/Local Time</b>					
<b>9. Issued By</b> TACOM AMSTA-AQ-ADBA WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail: ARTZL@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>10. This Acquisition Is</b> <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: 100 % For  <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input checked="" type="checkbox"/> 8(A)  SIC: Size Standard:		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> See Schedule  <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)  <b>13b. Rating</b> DOA4  <b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		<b>12. Discount Terms</b>				
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040		<b>Code</b>		S4404A				
<b>Telephone No.</b>												
<b>17. Contractor/Offeror</b> PROTECTION DEVICES INC. 4830 WHIRLWIND SAN ANTONIO TX 78217-3715		<b>Code</b> 1S9V8		<b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339				
<b>Telephone No.</b> (210) 654-3905												
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum								
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>		<b>22. Unit</b>		<b>23. Unit Price</b>		<b>24. Amount</b>	
		SEE SCHEDULE										
(Attach Additional Sheets As Necessary)												
<b>25. Accounting And Appropriation Data</b> ACRN: AA 9711XX8242AL624A2AD010M0100JM5014310XV000000843022 000000								<b>26. Total Award Amount (For Govt. Use Only)</b> \$217,030.00				
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.								<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda								<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<b>28. Contractor Is Required To Sign This Document And Return</b> 2 <b>Copies</b> <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<b>29. Award Of Contract: Reference</b> DAAE0703RT112 <b>Offer</b> <input checked="" type="checkbox"/> Dated . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE							
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b>							
<b>30b. Name And Title Of Signer (Type Or Print)</b>			<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> M. J. FRANZEN /SIGNED/ FRANZENM@TACOM.ARMY.MIL (810) 574-6304				<b>31c. Date Signed</b>			
<b>32a. Quantity In Column 21 Has Been</b>  <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					<b>33. Ship Number</b>		<b>34. Voucher Number</b>		<b>35. Amount Verified Correct For</b>			
					<input type="checkbox"/> Partial <input type="checkbox"/> Final							
<b>32b. Signature Of Authorized Government Representative</b>					<b>32c. Date</b>		<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			<b>37. Check Number</b>		
							<b>38. S/R Account Number</b>			<b>39. S/R Voucher Number</b>		
							<b>40. Paid By</b>					
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>					<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42b. Received At (Location)</b>			
									<b>42c. Date Recd (YYMMDD)</b>			
									<b>42d. Total Containers</b>			
Authorized For Local Reproduction												
Standard Form 1449 (10-95) Prescribed By GSA-FAR (4.8 CFR) 53.212												

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 23
	PIIN/SIIN DAAE07-03-C-T037	MOD/AMD	
Name of Offeror or Contractor: PROTECTION DEVICES INC.			

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title		Date
1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002
This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.			
[End of notice]			
2	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001
TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.			
[End of Clause]			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2320-01-239-1788 FSCM: 19207 PART NR: ACVCMA1374 SECURITY CLASS: Unclassified				
0001AA	<u>ARMORED LIGHT SPRORT UTILITY VEHICLE</u>  PRON: W124B906W1      PRON AMD: 03      ACRN: AA CUSTOMER ORDER NO: 201010012  Armored Light Sport Utility Vehicle as described in Section I.  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin          ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W56HZV2164U562 FY3509 M 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0120  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (FY3509) FY3509 MAP AMERICAN EMBASSY JORDON UNIT 70207 BOX 354 APO AE 09892-0207   Air Shipment required TAC: F041  MAP Jordan Embassy United States of America ATTN: MAP Office Al-Umawiyeen Street / Abdoun Amman Jordan  Contact phone number: 011-962-6-592-0101  (End of narrative F001)	1	EA	\$ 105,030.00000	\$ 105,030.00

Name of Offeror or Contractor: PROTECTION DEVICES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 2320-01-239-1788 FSCM: 19207 PART NR: ACVCMA1374 SECURITY CLASS: Unclassified				
0002AA	<p>ARMORED LARGE SPORT UTILITY VEHICLE</p> <p>PRON: W124B908W1 PRON AMD: 03 ACRN: AA CUSTOMER ORDER NO: 201010014</p> <p>Armored Large Sport Utility Vehicle as set forth in Section I scope of work.</p> <p>(End of narrative C001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2164U564 FY3473 M 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0120</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS (FY3473) FY3473 ADMINISTRATIVE OFFICER AMERICAN EMBASSY CAIRO PO BOX 29 APO AE 09839-4901</p> <p>Air shipment required TAC F041</p> <p>USOMC Cairo Unit 64901 United States Of America Embassy Cairo North Gate, 8 Kmal El-Din Salah Street Garden City Unit 6490 Cairi Egypt</p> <p>Contact phone number: 011-22-795-7371 ext 3157</p> <p>(End of narrative F001)</p>	1	EA	\$ 112,000.00000	\$ 112,000.00

Name of Offeror or Contractor: PROTECTION DEVICES INC.

CONTRACT ADMINISTRATION DATA

					JOB			
LINE	PRON/	OBLG			ORDER	ACCOUNTING		OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION	NUMBER	STATION		AMOUNT
0001AA	W124B906W1	AA	1	9711XX8242AL624A2AD010M01OOJM5014310XV000000843022		000000	\$	105,030.00
0002AA	W124B908W1	AA	1	9711XX8242AL624A2AD010M01OOJM5014310XV000000843022		000000	\$	112,000.00
						TOTAL	\$	217,030.00
					ACCOUNTING			OBLIGATED
SERVICE	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		STATION			AMOUNT
Air Force	AA		9711XX8242AL624A2AD010M01OOJM5014310XV000000843022		000000	\$	217,030.00	
						TOTAL	\$	217,030.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 23
	PIIN/SIIN DAAE07-03-C-T037MOD/AMD	
Name of Offeror or Contractor: PROTECTION DEVICES INC.		

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
3	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
4	52.232-16	PROGRESS PAYMENTS (ALTERNATE I--March 2000)	MAR/2000
5	52.232-16	PROGRESS PAYMENTS	DEC/2002
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
7	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
8	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
9	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
10	52.247-29	F.O.B. ORIGIN	JUN/1988
11	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
12	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
13	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
14	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
15	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
16	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
17	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAY/2002

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- \_XX\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- \_\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_\_ (iii) Alternate II to 52.219-5.
- \_XX\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- \_XX\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_ (ii)\_Alternate I of 52.219-23.
- \_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XX\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- XX\_(12) 52.222-26, Equal Opportunity (E.O. 11246)
- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX\_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-T037      MOD/AMD</p>	<p style="text-align: center;"><b>Page 7 of 23</b></p>
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

- \_\_\_(17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- \_\_\_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- \_\_\_(ii) Alternate I of 52.225-3.
- \_\_\_(iii) Alternate II of 52.225-3.
- \_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_(28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).  
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- \_\_\_(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- \_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 23
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

( ) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- ☒ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).  
( Alternate I)
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_\_ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)  
(\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-T037 MOD/AMD	Page 9 of 23
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Name of Offeror or Contractor: PROTECTION DEVICES INC.

19 252.219-7009 SECTION 8(A) DIRECT AWARD MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: SBA San Antonio District Office

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

[End of Clause]

20 52.242-4022 DELIVERY SCHEDULE MAY/2000  
(TACOM)

The following delivery schedule applies to this procurement:

(1) See the Government's proposed schedule in Section B. Vehicles will be delivered 120 days after the date of award.

(2) You are encouraged to accelerate delivery.

(3) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

[End of Clause]

21 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART  
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page 10 of 23</b>
<b>Name of Offeror or Contractor:</b> PROTECTION DEVICES INC.		

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Clause]

22 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and  
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

23 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS DEC/2001

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration), or applicable agency procedures.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page 11 of 23</b>
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page 12 of 23</b>
<b>Name of Offeror or Contractor:</b> PROTECTION DEVICES INC.		

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

25                    252.246-7000                    MATERIAL INSPECTION AND RECEIVING REPORT                    DEC/1991  
At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

26                    52.204-4005                    REQUIRED USE OF ELECTRONIC CONTRACTING                    DEC/2002  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page 13 of 23</b>
<b>Name of Offeror or Contractor:</b> PROTECTION DEVICES INC.		

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
 Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
 Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
 Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

27	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
<p>(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)</p>			
<p>(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.</p>			
<p>(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).</p>			
<p>(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.</p>			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-T037 MOD/AMD	Page 14 of 23
Name of Offeror or Contractor: PROTECTION DEVICES INC.		

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

28	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

- (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
  - (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
  - (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
- (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
  - (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
  - (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

29	52.223-4000 (TACOM)	ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS	SEP/1978
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- (a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.
- (b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-T037 MOD/AMD	Page 15 of 23
Name of Offeror or Contractor: PROTECTION DEVICES INC.		

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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30            52.246-4005            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            FEB/1995  
(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: 4830 Whirlwind, San Antonio TX 78217  
[End of Clause]

31            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

32            52.247-4003            CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE            MAR/2002  
(TACOM)            DEFENSE TRANSPORTATION SYSTEM FROM OCONUS CONTRACTOR FACILITIES

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

33            52.247-4004            MARKING REQUIREMENTS FOR EXPORT SHIPMENT            FEB/1998  
(TACOM)

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE07-03-C-T037      <b>MOD/AMD</b></p>	<p><b>Page 16 of 23</b></p>
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

34	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT	FEB/2002
	(TACOM)		

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
  - (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

35	52.247-4016	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
	(TACOM)		

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I-37 Scope of Work

a. This is a contract for armoring of commercial sport utility vehicles (SUV) using current commercial practices. The contractor will modify contractor furnished commercial vehicles to an armored vehicle configuration, which meets the performance requirements of this Statement of Work.

All vehicles will be new (less than 100 miles) from the current or preceding model year on the date of the contract. The vehicle chassis chosen must be from a major commercial manufacturer and must be supportable through a commercial dealer network in the destination country.

CLIN 0001: Light SUV Group: Examples: Ford Explorer, GMC Envoy, GM Trailblazer, Jeep Grand Cherokee, or other comparable, similar capacity vehicles with minimum seating of 5 and internal cubic volume of 70-85 cubic ft.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page 17 of 23</b>
<b>Name of Offeror or Contractor:</b> PROTECTION DEVICES INC.		

CLIN 0002: Large SUV Group: Ford Excursion, GM Suburban/Yukon XL or other comparable, similar capacity vehicles with minimum seating of 8 and internal cubic volume of 116+ cubic ft.

- b. The vehicles will be furnished with the following Original Equipment Manufacturer (OEM) heavy duty options (unless unavailable on the OEM's optional-equipment):
- (1) The largest OEM gasoline engine
  - (2) Auxiliary engine/transmission cooler
  - (3) Heavy duty automatic transmission
  - (4) Four wheel or all wheel drive when available. (Automatic style that may be engaged without leaving the vehicle)
  - (5) Highest (numerically) available limited slip rear axle
  - (6) High-capacity front and rear air conditioning.
  - (7) Heavy-duty suspension (upgraded front and rear springs, sway bars, heavy-duty shock absorbers).
  - (8) Step bumpers
  - (9) Trailer towing package.
  - (10) Heavy-duty electrical / cooling group.
  - (11) Power windows and locks.
  - (12) Colors: White or beige.
  - (13) US and Metric Speedometer
  - (14) Heavy duty brakes
  - (15) Four Doors
  - (16) Cruise control(if available from OEM)
  - (17) Tilt Steering (if available from OEM)
  - (18) AM/FM radio (Gulf Cooperative Council frequency)
  - (19) Power mirrors adjustable from the drivers position.
  - (20) Set of the OEM's standard owner's and repair manuals in English.
  - (21) The vehicles will be built for the destination country.

I-38 Basic Protection Package.

The basic price of the armor protection package includes installation of opaque and transparent armor for the entire vehicle, i.e., 360 degree horizontal protection. (The roof, and floor armor protection, are separately priced options). The basic price also includes:

- 1. Operable Front Windows (left and right), with minimum of 4" and maximum of 6" drop. Power windows shall operate smoothly and have positive window and motor stops at the fully open and closed positions.
- 2. Explosion proof/self sealing, corrosion resistant fuel tank. ((Ricochet mitigation plus perimeter protection on five sides (except sixth side being the floor))). Armor shall be placed on the perimeter of the OEM fuel cell, but assure that fuel can be drained through the drain hole required for airlift. Drain hole must be easily accessible without having to dismantle perimeter armor box for fuel cell.
- 3. Ballistic protection for the vehicle management system (engine computer) if located outside of the passenger compartment.
- 4. Valve regulated lead acid (VRLA) battery: gel or Absorbed Glass Mat (AGM) battery.
- 5. Installation of second protected battery (backup) gel or Absorbed Glass Mat (AGM) battery, with primary-secondary switch accessible to the vehicle operator
- 6. Interior/exterior intercom system (audible from inside and outside the vehicle).
- 7. Anti-theft kill switch incorporated in a government chosen location A starting procedure for restarting the vehicle shall be included in the Operators Manual.
- 8. Deactivation switch for all front-seat air bags. Switch will ensure that all front seat air bags can be deactivated quickly. Switch must be within arm's reach of driver and clearly labeled. When disabled a red warning light will illuminate to warn the operator.
- 9. Tie Down Provisions shall be provided in accordance with attachment 0003.
- 10. Tailpipe screen/protection and a locking gas cap.
- 11. Child protection locks on all passenger doors shall be disabled.
- 12. Commercial opaque car cover for each vehicle (which extends the useful life of transparent armor).
- 13. Armor Kit Maintenance Guide in English.
- 14. Car jack for changing tires must accommodate the weight of the vehicle after armoring. Must also be capable of providing enough vertical clearance to change the tire/wheel assembly.
- 15. Exterior door locks will be hardened to prevent thieves from drilling through the lock mechanism or the vendor can propose a second or backup system to defeat a thief's attempt to break into the vehicle
- 16. Seat belts (lap belt a minimum) for all passengers
- 17. Fuel Cut off switch: In line fuel cutoff valves with deactivation switch at driver's station. Switch must allow the OEM emergency fuel cutoff to be deactivated or reactivated.
- 18. Power mirrors, on the driver and passengers sides, capable of being operated from the driver's station.
- 19. Safety Straps to facilitate entering and exiting the vehicle at each b and c pillar unless the vehicle is already equipt with straps on b and c pillar.

Name of Offeror or Contractor: PROTECTION DEVICES INC.

20. Tinted glass (5% transmissivity except the rear window at 52% transmissivity)
21. Under the hood mounted air compressor
22. ALL Wheels and tires:

(a) Alternate Run Flat Wheels when the standard run-flat is not made for a specific vehicle or if specified in the delivery order: Capable of providing continued mobility under all terrain and inflation conditions (including zero air pressure) without failure under the following conditions; 4 flat tires, 5 miles at 30 mph, any terrain, 1 flat tire 30 miles at 30 mph.

(b) A complete assembly consisting of a two-piece bolt together wheel, with a flat base in the traditional "drop center" area of the wheel, with a rubber (or equivalent material) run-flat incorporating a dual bead-lock design. Tire deflection will not exceed 55% of normal side-wall height under zero air pressure conditions.

(c) A tire rated for on highway and off road operations that meets the appropriate load range requirements for the after armoring Gross Vehicle Weight.

(d) Wheel and tire must be properly matched to the vehicle's new after armoring load rating and the environmental condition of the destination country.

(e) Wheels should be capable of withstanding ballistic threats of 7.62 NATO and 50 caliber rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.

(f) Tires configured to the operating environment (conditions, load and temperature range)

The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for the basic armor application package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this contract.

I-39 Performance Requirements

a. Ballistic Performance. The required armor protection level for the Basic Protection Package, Roof, and Floor for each vehicle as specified below.

1. 360 degree horizontal protection: The ballistic protection requirements described below.

(a) CLIN 0001: Level A (AK-47). All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62x39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at zero degree obliquity.

(b) CLIN 0002 Level B (M80 Ball). All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62x51 mm Ball M80, with maximum/minimum velocities of 2850/2750 (fps) at ten feet from target impact at zero degree obliquity.
2. The Floor Armor protection level: AK-47 at 30 degrees. The floor shall be armored with opaque armor (a metallic materiel is desired and will receive a higher rating) to defeat three rounds each of rifle 7.62x39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 30 degrees obliquity using the test procedure below.
3. The Roof Armor protection level: AK-47 at 0 degrees. The roof shall be armored with opaque armor to defeat three rounds each of rifle 7.62x39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 0 degrees obliquity using the test procedure below.
4. Ballistic Test Procedure. The ballistic performance verification test shall be conducted in accordance with the American Society of Testing Materials (ASTM) Standard F1233-98, Standard Test Method for Security Glazing Material and Systems, using the rounds specified above. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle of a coupon. The vendor will be required to insure that each lot of materials, used in the vehicles, is certified for ballistic conformance.

b. Vehicle Performance and Configuration Requirements

1. The threat ballistic projectiles, whether following any linear path or ricochet, shall not penetrate the passenger compartment, and construction/design shall minimize the creation and impact of secondary projectiles.
2. The vehicle must be within the acceptable safety standards as defined by Federal Motor Vehicle Safety Standards (FMVSS), (49 CFR Ch. V).
3. Payload capacity, after armoring, shall, at a minimum, accommodate the OEM stated number of adult passengers times 200 pounds. Our desired payload capacity is 250 pounds per passenger. The ability to carry additional payload will be considered desirable and given additional consideration during the competing of delivery orders. Specifically, vehicles shall have an after-armoring payload capacity of not less than that listed below.

CLIN Group	Number of passengers	After-Armoring Payload Capacity (pounds)	
	Minimum	Required	Desired
0001 Light SUVs	5	1,000	1,250

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE07-03-C-T037      <b>MOD/AMD</b></p>	<p><b>Page 19 of 23</b></p>
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

0002 Large SUVs	8	1,600	2,000
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4. A significant portion of the mileage of the vehicles will be on secondary roads. The installation and fastening of the armor materials must be capable of withstanding the shock and vibration of secondary roads of the destination country.

5. The suspension system, attachment points and related infrastructure components shall be modified to meet after armoring mass and payload of the vehicle.

c. Vehicle Performance and Configuration Design Objectives

1. Overall construction/design shall achieve balanced structural loads given the capabilities and limitations of the OEM vehicle. All necessary modifications to the vehicle shall be completed such that:

- (a) the automotive functionality (e.g., acceleration, braking, handling, etc.), and
- (b) the appearance of the base vehicle (interior and exterior), is maintained as close as possible to OEM characteristics. The appearance of the vehicles must be inconspicuous. They must appear to be normal everyday SUV's. Specific vehicle acceleration, braking, and cornering at after armoring mass weight on dry surface should allow for positive control at all times. Impacts on interior environmental features, including noise levels, HVAC, lighting, and sound systems shall be minimized and such systems shall perform as the original OEM intended."

2. Performance Design Objectives.
- (a) Acceleration:   Desired: 0 to 60 mph in under 15 seconds.  
                              Required: 0 to 60 mph in under 20 seconds
  - (b) Top speed:       Desired minimum top speed: 90 mph.  
                              Required minimum top speed: 80 mph.
  - (c) Suspension and Handling. Handling with a lateral G force of .65 or greater. Drive Train and couplings (attachment points) and related infrastructure components shall be reinforced, if necessary, to accommodate increased vibration/stress due to additional weight of the armor mass.
  - (d) Braking. Below is the required braking distance for each vehicle class:
    - (1) Light SUV: from 60 mph to full stop in less than 160 feet.
    - (3) Large SUV: from 60 mph to full stop in less than 175 feet.
  - (e) Brake system shall accommodate after armoring mass of vehicle and be of such design as to ensure against failure at top speed and/or repeated use. Each vehicle type will be tested for the performance criteria above without a payload except for an operator weighing approximately 200 lbs.

I-40 Performance Verification

a. Quality Assurance

1. The contractor shall have a quality assurance system that as a minimum, documents inspection status and assures verifiable consistency in the level of quality of work performed. The contractor shall provide a Vehicle Inspection Record (VIR) for each vehicle produced. The contractor shall perform the inspections and document the VIR. However, the government shall exercise independent judgement in deciding whether a completed vehicle so presented is acceptable or not, based on the performance requirements of this Section I. The VIR (completed and satisfactory) is the contractor's indication or statement that the vehicle is ready for acceptance, and not a mandate that the vehicle MUST be accepted. A sample VIR is at attachment 002.
2. The contractor will make available to the government upon request, all of its performance documentation which it used to complete the VIR including but not limited to: ballistic performance data for all armor, transparent and opaque, test reports and certifications regarding optical clarity, distortion and defects to the government. Ballistic performance certifications for each lot of armor materials must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab in accordance with Exhibit B, Data Item A002. The contractor shall retain all such records for a period not to exceed three years following contract expiration.
3. If the contractor changes armoring material vendors, armoring materials or designs from those in the proposal, they must notify the government and provide appropriate certifications, specifications and drawings for technical review prior to delivery order award. A list of approved vendors will be included in each contract.
4. The Contractor will, as a minimum, test acceleration, handling and braking performance using a Vericom VC2000PC or comparable testing equipment. The government reserves the right to conduct such road tests deemed necessary to verify road worthiness and quality assurance/performance such as road shock and vibration, handling, etc. These tests will be done by the contractor or by a third party.
- b. Inspection of Work In-Progress.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-T037      MOD/AMD</p>	<p style="text-align: center;"><b>Page 20 of 23</b></p>
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

The government reserves the right to inspect work in-progress of the production units. Attention will focus on the potential for ballistic gaps, general vehicle performance and configuration issues per I-46 1 above, and any suspected aspects of vehicle vulnerability. The contractor will recommend an appropriate time frame for this activity to the PCO and ACO, giving at least two (2) weeks advance notice (to allow for travel arrangements).

c. Process Inspections.

The government reserves the right to conduct process inspections. The government will coordinate the inspection time frame with the contractor, providing appropriate advance notice and internal coordination. Any inspection conducted by the government under this section shall be in addition to any other contractually required inspections and shall not prejudice any of the government's rights under this agreement.

I-41 Data Requirements.

a. The parties will jointly review the Armor Maintenance Guide in final draft format, described immediately below, or a commercial equivalent, at a mutually agreeable time prior to final delivery. The vehicle will not be accepted until the Armor Maintenance Guide has been accepted. Reference Contractor Data Requirement List, DA 1423 Data Item A001.

b. Armor Maintenance Guide. This is a written, illustrated maintenance guide (in contractor format) including prescribed maintenance regimen, recommended parts replacement frequency, and any special care instructions necessary for proper maintenance of the modified/replaced vehicle sub-systems. The maintenance guide shall include a listing, by manufacturer's part number and supplier, of all contractor-installed parts and suspension upgrades or equipment, in or upon the vehicle. The maintenance guide shall also highlight any modifications to the normal maintenance procedures for the vehicles, in order to maintain optimum operation. This may include, but not be limited to modifications to the petroleum, oils and lubricants (POL) change and/or upgrade frequency, tire maintenance, brake maintenance, and structural inspection. The maintenance guide shall state all warranty coverage applicable to the deliverable vehicle. The Guide shall provide the name, address, telephone numbers, email addresses(s), for the Contractor's point of contact for maintenance, warranty information and assistance.

c. The standard OEM Operator's manual, in English, shall be delivered in the vehicle glove box. Once the Armor Maintenance Guide is finalized two copies in English are due per vehicle with one (1) set each, placed in glove box. An electronic copy on a CD -Rom will be delivered to Ms. Artz.

d. The contractor shall deliver to the Principal Contracting Officer (PCO) or another address specified by the PCO, the vehicle certificate of origin (or title transfer), the second set of the Armor Maintenance Guide and a second set of keys. These items will be express mailed (registered) prior to vehicle shipment to the address designated in the contract.

e. The Contractor shall deliver copies of Armor Certification and Standard- with each vehicle. The documentation shall verify that the ballistic testing was completed in accordance with Society of Testing and Materials, ASTM F1233-98 and Data Item A002.

f. The Contractor shall deliver copies of the Welding Certification and Standard with each vehicle. The documentation shall verify the training and certification procedures for the personnel assigned to this contract as welders. The welder(s) shall be certified under American Weldment Society (AWS) Standard D1.1, Structural Welding Code Steel.

I-42 Other Requirements

a. Removed Parts. Removed Parts are those parts removed from vehicles that won't be later re-installed on a deliverable vehicle. Removed Parts include scrap, and broken/non-functional items (e.g. tires/wheels, in-door speakers, OEM nuts, bolts, mounting brackets/plates, regulators, motors, misc. wiring, etc.) Removed Parts need not be accounted for and may be disposed of upon their removal. Title to all Removed Parts shall pass to the Contractor.

b. Safety Marking The Contractor shall provide Airbag Warning Labels, vehicle identification, safety and warning labels. Data Plates, Passenger Limits, and Glass Warning Labels shall be provided as described below. The contractor shall also affix other safety and operation labels normally provided to its other customers.

c. DATA PLATES will be provided on all vehicles. The information required for the data plate shall be inscribed or stamped in such manner that the legend will be discernable if inadvertently painted over. Size will be approximately 2 inches by 4 inches. Material used will be laminated or of a composition to prevent deterioration. Metal plates shall be of non-ferrous material.

1. Preferred locations:
  - (a) Drivers side inner-fender wall
  - (b) Drivers door edge, below manufactures data plate
  - (c) Drivers side, top and right (if facing the vehicle from the front) of radiator, on radiator mounting wall.
  - (d) Inside of glove box lid.
2. Data requirements:
 

ITEM:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-T037 MOD/AMD	Page 21 of 23
Name of Offeror or Contractor: PROTECTION DEVICES INC.		

- (a) Make and Model
- (b) VIN Number
- (c) Registration Number
- (d) NSN Number
- (e) Manufacturer
- (f) Mfg. Serial Number
- (g) Cage Code
- (h) Contract Number
- (i) Vehicle Curb Weight (Lbs/KG)
- (j) Payload, maximum (Lbs/KG)
- (k) Gross vehicle weight rating (Lbs/KG)
- (l) Date of Delivery (month/year)
- (m) Warranty (months/miles)
- (n) U.S. Property
- (o) Required Tire Pressure

SAMPLE:

Make and Model: 1999 Chevrolet Suburban K2500 LT 4X4  
VIN #: 3GKGK26J8VG508423, Registration #: CS3150  
NSN #: 2320-01-239-1788  
Manufacturer: XYZ Armoring Co.  
Mfg Serial #: 12345-01, CAGE CODE: 6W001  
Contract #: DAAE07-99-C-L001  
VCW: 6500 lbs /2954 kg, Payload: 2000 lbs/909 kg  
GVWR: 8500 lbs /3864 kg, Date of Delivery: 02/99  
Warranty: 12 months/12,000 miles U.S. Property  
Required Tire pressure:

d. Glass Cleaning and Care label shall be provided.

1. Purpose: The label is to be worded by the manufacturer in a clear and concise manner to alert the vehicle operator and maintenance personnel of the proper care and cleaning procedures to be used on the transparent armor. The content of the warning will be dependent upon the particular characteristics of the transparent armor chosen by the manufacturer and provided with the vehicle. In addition to specific manufacturer wording, the Government requires that warning against the use of scrapers or other such objects on the glass is prohibited and that placing stickers of any kind directly on the glass is prohibited.

2. Specifications:

- (a) Placement: In a location easily visible to the operator and maintenance personnel, yet not easily visible from the exterior.
- (b) Desired Size: 3 inches by 6 inches, size may vary to a minor degree to accommodate the warning and the available space
- (c) Appearance: The label will have a white background with lettering in red or black.
- (d) Material: Vinyl or other durable material

SAMPLE:

WARNING - TRANSPARENT ARMOR  
CARE AND CLEANING INSTRUCTIONS

- This vehicle has transparent armor. Special care and cleaning is required to maintain optical clarity and ballistic capabilities.
- Never apply any sticker or adhesive to the transparent armor, this will degrade ballistic capabilities.
- Clean transparent armor with a mild detergent in warm water, using a clean soft cloth.
- Never use a scraper or other object to remove stubborn particles or ice, the armor will easily scratch.
- Please see Maintenance Manual for additional instructions.

\*\*\* Additional information at the discretion of the manufacturer.\*\*\*

e. Passenger Capacity Warning label shall be provided.

1. Purpose: The label is to be worded by the manufacturer in a clear and concise manner to alert the vehicle operator and maintenance personnel of the payload limits of the armored vehicle. The label shall specify the total payload capacity of the vehicle (in pounds and kilograms) and the maximum number of occupants (payload in pounds / 250 pounds).

2. Specifications:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-T037      MOD/AMD</p>	<p style="text-align: center;"><b>Page 22 of 23</b></p>
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**Name of Offeror or Contractor:** PROTECTION DEVICES INC.

- (a) Placement: In a location easily visible to the operator and maintenance personnel, yet not easily visible from the exterior.
- (b) Desired Size: 1.5 inches by 3.5 inches, size may vary to a minor degree to accommodate the warning and the available space
- (c) Appearance: The label will have a white background with lettering in red or black.
- (d) Material: Vinyl or other durable material

**SAMPLE:**

WARNING - LIMITED PAYLOAD CAPACITY

Total Payload Capacity:      1250lbs/570kg

Maximum Occupants:          5 passengers

f. Air bag Disabled Warning Label shall be provided:

1. Purpose: The label is to be worded by the manufacturer in a clear and concise manner to alert the vehicle operator, the front seats occupants and maintenance personnel that the can be air bag(s) can be (are) disabled. The label shall explain how the air bags can be disabled and instruct the front seat occupants how to tell if the air bags are disabled. The label shall include the statement "WARNING-Airbags may be disabled. All occupants must wear seatbelts."

2. Specifications:

- (a) Placement: In a location easily visible to the operator, the front seats occupants, and maintenance personnel, yet not easily visible from the exterior.
- (b) Desired Size: 1.5 inches by 3.5 inches, size may vary to a minor degree to accommodate the warning and the available space
- (c) Appearance: The label will have a white background with lettering in red or black.
- (d) Material: Vinyl or other durable material

g. A read manual before starting vehicle shall be affixed to the steering wheel if possible. If not possible to another prominent location.

**I-43 Documentation**

a. The following will be provided to the Government at Inspection and Acceptance of the vehicles

1. The contractor shall provide a Vehicle Inspection Record (VIR) for each vehicle produced. The VIR shall include:

- Confirmation of fluid level check
- Confirmation locking system checked
- Confirmation document of keys
- Confirmation - battery removed, checked and trickle charged

2. Certificate of Armor: Ballistic performance certifications for each lot of armor materials. Each lot must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab. Data Item A002

- 3. Detailed electrical and mechanical schematics
- 4. Weigh scale report
- 5. Welder(s) certification. Data Item A003

b. The following will be mailed to a destination provided in any Delivery Order:

- 1. Catalogue of spare parts and replacement equipment
- 2. A complete set of Ballistic performance certifications for each lot of armor materials.
- 3. The certificate of origin for each vehicle if issued.
- 4. Any additional sets of keys.

c. The contractor shall provide advance copies of any and all documentation produced for the shipment: name of the freight forwarder, aircraft numbers, Government or commercial Bill of Lading, manifests, labels, TCNs, titles, etc to Ms. Laura Artz at email artz1@tacom.army.mil

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-T037 <b>MOD/AMD</b>	<b>Page 23 of 23</b>
<b>Name of Offeror or Contractor:</b> PROTECTION DEVICES INC.		

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DD 1423			
Attachment 002	SAMPLE VEHICLE INSPECTION RECORD			
Attachment 003	TIE DOWN PROVISIONS			

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO DAAE07-02-R-T120  
D. SYSTEM/ITEM: Light Armored Vehicle

B. EXHIBIT: A001  
E. CONTRACT/PR NO.:

C. CATEGORY:TM  
F. CONTRACTOR:

1. DATA ITEM NO. A001  
3. SUBTITLE:

2. TITLE OF DATA ITEM: Armor Maintenance Guide

4. AUTHORITY (Dt of Acq Document No.)  
7. DD250 REQ: SS 8. APP CODE:  
11.AS OF DATE:

5. CONTRACT REFERENCE:  
9. DIST. STATEMENT REQUIRED: See Blk 16  
12. DATE OF FIRST SUB:

6. REQUIRING OFFICE: AMSTA-TR-S/208  
10. FREQUENCY: See Blk 16  
13. DATE OF SUBS.

14. DISTRIBUTION A. ADDRESSEES  
TACOM Warren Mi 48397-5000  
AMSTA-LC-BJBBA  
Over packed in each Vehicle English  
Overpacked in each vehicle Second Language

B. COPIES DRAFT FINAL  
1 Draft 1 final  
1 final  
1 final as required by Delivery Order  
15. TOTAL: 1 Draft 2 final

16. REMARKS:

Armor Maintenance Guide: This is a written, illustrated maintenance guide (in contractor format) including prescribed maintenance regimen, recommended parts replacement frequency, and special care instructions necessary for proper maintenance of the modified/replaced vehicle subsystems. The maintenance guide shall include a listing, by manufacturer's part number and supplier of all contractor-installed parts and suspension upgrades or equipment, in or upon the vehicle. The maintenance guide shall also highlight any modifications to the normal maintenance procedures for the vehicles, in order to maintain optimum operation. (This may include, but not limited to modifications to the petroleum, oils and lubricants (POL) change and/or upgrade frequency, tire maintenance, and structural inspection.) Any special care/or cleaning solvents to be used in cleaning the transparent armor will be identified and any normal cleaning solvents NOT recommended for cleaning the transparent armor will be highlighted. The maintenance guide shall state all warranty coverage applicable to the delivered vehicle.  
Draft copy shall be delivered 30 days after date of Delivery Order awarding vehicle.  
Final copies shall be delivered with the completed vehicle.  
DD250 is required for the final delivery only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:  
H. DATE:

I. APPROVED BY:  
J. DATE:

\*\*\*\*\*

A. CONTRACT LINE ITEM NO DAAE07-02-R-T120  
D. SYSTEM/ITEM: Light Armored Vehicle

B. EXHIBIT: A002  
E. CONTRACT/PR NO.:

C. CATEGORY:  
F. CONTRACTOR:

1. DATA ITEM NO. A002  
3. SUBTITLE:

2. TITLE OF DATA ITEM: Armor Certification and Standard

4. AUTHORITY (Dt of Acq Document No.)  
7. DD250 REQ: LT 8. APP CODE:  
11.AS OF DATE:

5. CONTRACT REFERENCE:  
9. DIST. STATEMENT REQUIRED:  
12. DATE OF FIRST SUB: See Blk 16

6. REQUIRING OFFICE: AMSTA-TR-S/208  
10. FREQUENCY: one time per vehicle  
13. DATE OF SUBS. With each vehicle

14. DISTRIBUTION A. ADDRESSEES  
As directed by the Delivery Order

B. COPIES DRAFT FINAL  
1 final  
15. TOTAL: 1 Final

16. REMARKS:



Conduct ballistic certification testing in accordance with American Society of Testing Materials (ASTM) F1233-98. Each lot must either be certified by an independent laboratory or follow an approved, documented contractor certification process which is periodically validated by an independent certification lab. Provide certification of testing results for each lot of material being used for the delivery order and, if applicable, most recent independent validation of your certification process.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

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A. CONTRACT LINE ITEM NO DAAE07-02-R-T120		B. EXHIBIT: A003	C. CATEGORY:
D. SYSTEM/ITEM: Light Armored Vehicle		E. CONTRACT/PR NO.:	F. CONTRACTOR:
1. DATA ITEM NO. A003 2. TITLE OF DATA ITEM: Welding Procedures and Training for personnel assigned as welders			
3. SUBTITLE:			
4. AUTHORITY (Dt of Acq Document No.)		5. CONTRACT REFERENCE:	6. REQUIRING OFFICE: AMSTA-TR-S/208
7. DD250 REQ: LT	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: One Time
11.AS OF DATE:	12. DATE OF FIRST SUB: See Blk 16	13. DATE OF SUBS: with each vehicle delivered	
14. DISTRIBUTION A. ADDRESSEES		B. COPIES	DRAFT FINAL
As directed by each Delivery Order			1 final
		15. TOTAL:	1 final

16. REMARKS:  
Welding procedure must be certified in accordance with the American Welding Society (WS) Standard D.1.1, Structural Welding Code Steel. In addition, training and certification of personnel assigned as welders must be certified in accordance with the same AWS standard. Contractor shall provide copies of these certifications (welding procedures) when each vehicle is offered for Inspection and Acceptance.

G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

Attachment 002

Sample Vehicle Inspection Record (VIR)

Exterior

Door Closure (All)-Even fit around door frame (i.e., roof, bottom, sill, front fender-A pillar; rear side doors-B pillar; C pillar)  
Doors sealed tightly to keep out water, dust and sand  
Doors (All)-Top and bottom less an 3/16 off set between panels  
Door/Hood/Trunk/Tailgate Locks-Operational  
Door hinges-Able to withstand weight of armor  
Door handles-Operational  
Window Fit (All)-Same curvature as OEM glass  
Windows (All)-Aligned properly and all OEM trim replicated and secured  
Windows (all)-Free from cracks, scratches/distortion/clarity/delamination  
Window tint equal to requirement  
Windshield Moldings-Secured and look like OEM  
Wipers and washers (front and rear )-Operational in all speeds (intermittent, low, high)  
Ride Height-Vehicle maintains OEM ride height within 1 inch  
Intercom system-Operational and audible from the outside and inside  
Power mirrors-Easily adjustable/Operational  
Finish free from dents/scratches  
Paint color matches all around  
Moldings/Stripes-Reinstalled and aligned to OEM  
Tire pressure to specification and tire load matches vehicle weight/temperature rating matches AOR (including spare)  
Self-sealing fuel tank-Installed/Secured  
Runflat tires (including spare)-Installed  
Ram bumper-Secured  
Tonneau cover (truck bed)-Operational  
Child Protection Locks-Disabled  
Hub Caps/Rims-No dents and secured  
Running Boards-Secured  
Locking gas cap-Operational  
Tailpipe Protection/Screen-Secured  
Front Kick Panels - Secured and fit as OEM (no rattles)  
Locks-Operational (as appropriate)  
Hood and trunk releases-Operational  
Anti-theft Kill Switch-Operational  
All Warning Lights-Operational

Interior

Vehicle starts when ignition engaged  
Vehicle stops when ignition disengaged  
Cruise control-Operational  
Neutral safety switch-Operational  
Instrument Panel Gages & Lights (All)-Operational  
Mileage and odometer gages (metric)-Operational  
Dome and other interior lights-Operational  
Compass-Calibrated and operational  
Rearview mirror free from damage and adjustable/Securely mounted  
Power Windows-Operational/Driver's window and front passenger window stop (and motor does not continue to run) at 6/Rear passenger windows -Inoperable  
Original vehicle data stickers are not present (Air bag warning sticker removed)  
Dash Panel-Secured and fits as OEM  
Security Alarm-Operational  
Head restraints-Operational  
Seat/Shoulder Belts-Operational  
Storage compartments/Glove box doors-Operational  
Headliner-Secured-Maintains OEM look  
Safety straps in place  
Back-up battery initiation switch-Installed/Operational

Manual seats easily adjusted - Electronic seats-Operational  
Seats/carpet secured and free from stains/cuts-Maintains OEM look  
Intercom system-Operational, External/Internal (Audible)  
Vents-Operational and functioning properly  
All door handles-Operational  
Air Conditioning-Operational and functioning properly  
Heater-Operational and functioning properly  
Horn-Operational  
Radio-Operational  
Trims (All) - Reinstalled, realigned to OEM and secured  
Air bags-Deactivation switch & warning light-Installed & operational

Lights (Front and Back/Interior and Exterior)

Daytime running lights-Operational or disabled (dependent upon AOR  
Flash to pass-Operational  
Low beam-Operational  
High beam-Operational  
Directionals-Operational  
Flashers-Operational  
Trunk interior-Operational

Engine

Proper operating temperature  
No unusual noises

Under Hood

Primary & back-up batteries protection-Installed and Secured  
Battery-Charged (double-check with tester)  
Engine computer protected  
Hood latch-Operational  
Fluids at proper levels  
Engine Oil  
Transmission Fluid  
Clutch Master Cylinder  
Brake Master Cylinder  
Power Steering  
Windshield Washer  
Rear Washer  
Coolant  
Lines/Hoses/Wiring-Secured-no chafing, rubbing or interference

Warning Labels

Read manual before starting- label  
Data Plate-Secured  
Glass Warning label  
Passenger Limits Label  
Air Bag Disabled Label

Brakes

Brakes-Operational  
Parking Brake-Operational  
Brake Shift Lock-Operational

Under Vehicle

No leaks, weeps, seeps or drips  
Lines/Hoses/Wiring-Secured-no chafing, rubbing or interference  
Skid Plates-Secured

Steering and Suspension-Secured  
Heat shield installed and secured to protect heat and air coolant from pavement heat  
Brake System-Secured  
Exhaust System-Secured  
Tie-down brackets-Secured

Transmission

Vehicle shifts through all ranges

Manuals

Vehicle Manufacturer's Manual  
Armor Kit Maintenance Guide (Submitted in requested language)

Accessories

Car Jack-Properly sized, installed and secured

Testing (Circle correct result)

Brake Test-Passed/Failed (60-0 mph in x feet)  
Handling Test-Passed/Failed  
Acceleration Test-Passed/Failed  
Top Speed Test-Passed/Failed

Shipping

Vehicle Blocked Correctly  
Vehicle Braced Correctly  
Labels in place for shipping ONLY  
Glass Care-Secured  
Cargo Secured  
Airbag Disabled-Secured  
Radio tag if required.